

CITY OF BROOK PARK, OHIO

P/C
CA 5/7/24
1st R 5/7/24
2nd R 5/14/24
3rd R _____
S/C _____

ORDINANCE NO: 11410-2024

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH MOTOROLA SOLUTIONS, INC., FOR SOFTWARE UPGRADES,
MAINTAINENCE AND EQUIPMENT FOR THE CITY'S COMMUNICATIONS, WITHOUT
PUBLIC BIDDING, AND DECLARING AN EMERGENCY

WHEREAS, it is necessary to have software upgrades, maintenance and equipment for the City of Brook Park's emergency communications equipment in order to ensure continuity and functional operation; and

WHEREAS, Motorola Solutions, Inc., provides these highly specialized services for maintenance and support; and

WHEREAS, the Ohio Department of Administrative Services awarded a State Term telecommunications contract (Contract No. 21336) to Motorola Solutions, Inc.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized as set out in Article VII, Section 7.04 of the Charter, that there is an immediate and present emergency in the operation of the City of Brook Park, in that it is immediately necessary to enter into a contract, without public bidding with Motorola Solutions, Inc. for software upgrades, support, maintenance and equipment for the City in order to continue to meet the operational needs of the City on a prompt basis and to ensure the public health and welfare.

SECTION 2: The money needed for the reasons aforesaid, this Council approves and authorizes the Mayor to enter into a contract with Motorola Solutions, Inc., without public bidding, in an amount not to exceed \$793,535.37 for software support, upgrades, maintenance, services and equipment for a five-year period, all as more fully set forth in the proposal attached hereto as Exhibit "A" and incorporated herein by reference, and as to be reflected in a contract to be in a form approved by the Law Director.

RECEIVED
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SECTION 3: That the funds for the purpose of this Ordinance have been appropriated and shall be paid from the General Fund No. 401, Capital.

SECTION 4: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason that Council deems it necessary for the Mayor to enter into said agreement without undue delay; therefore provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS.


DIRECTOR OF LAW



QUOTE-2580086

03/28/2024



BROOK PARK, CITY OF
6161 ENGLE RD
BROOK PARK, OH 44142

Dear ,

Motorola Solutions is pleased to present BROOK PARK, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide BROOK PARK, CITY OF with the best products and services available in the communications industry. Please direct any questions to Christopher Pfaff at Christopher.Pfaff@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Christopher Pfaff

Billing Address:
 BROOK PARK, CITY OF
 6161 ENGLE RD
 BROOK PARK, OH 44142
 US

Shipping Address:
 Brook Park C/O Motorola
 Solutions
 12430 Plaza Dr.
 Parma, OH 44130
 US

Quote Date:03/28/2024
 Expiration Date:06/26/2024
 Quote Created By:
 Christopher Pfaff
 Christopher.Pfaff@
 motorolasolutions.com

End Customer:
 BROOK PARK, CITY OF

Contract: 21336 - OHIO, STATE OF

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	3		\$9,890.60	\$6,515.91	\$19,547.73
2	PSV00S01424A	APX NEXT PROVISIONING*	1		\$0.00	\$0.00	\$0.00
3	LSV01S03060A	APX N70 DMS ESSENTIAL	3	7 YEARS	\$432.43	\$284.88	\$854.64
4	PSV01S02940A	SMARTMAPPING ENABLEMENT	1		\$0.00	\$0.00	\$0.00
5	PSV01S02941A	SMARTMESSAGING ENABLEMENT	1		\$0.00	\$0.00	\$0.00
6	SSV01S01407A	SMARTPROGRAMMING	3	1 YEAR	\$75.00	\$75.00	\$225.00
7	SSV01S01406A	SMARTCONNECT	3	1 YEAR	\$75.00	\$75.00	\$225.00
8	SSV01S01476A	SMARTLOCATE	3	1 YEAR	\$75.00	\$75.00	\$225.00
9	SSV01S01907A	SMARTMAPPING	3	1 YEAR	\$75.00	\$75.00	\$225.00
10	SSV01S01906A	SMARTMESSAGING	3	1 YEAR	\$75.00	\$75.00	\$225.00
11	LSV01S03082A	RADIOCENTRAL PROGRAMMING	3	1 YEAR	\$32.04	\$21.11	\$63.33
12	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	47		\$9,890.60	\$6,515.91	\$306,247.77
13	PSV00S01424A	APX NEXT PROVISIONING*	1		\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
14	PSV01S02944A	PROVISIONING SUPPORT	1		\$0.00	\$0.00	\$0.00
15	LSV01S03060A	APX N70 DMS ESSENTIAL	47	7 YEARS	\$432.43	\$284.88	\$13,389.36
16	LSV01S03082A	RADIOCENTRAL PROGRAMMING	47	1 YEAR	\$32.04	\$21.11	\$992.17
17	H45TGT9PW8AN	APX NEXT SINGLE BAND MODEL 4.5 PORTABLE	2		\$12,225.00	\$8,053.82	\$16,107.64
18	NNTN9217A	BATTERY PACK,BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T, UL2054 DIV 2	18		\$284.35	\$187.33	\$3,371.94
19	LSV01S03446A	APX NEXT DMS ESSENTIAL	2	7 YEARS	\$484.60	\$319.25	\$638.50
20	PSV00S01424A	APX NEXT PROVISIONING*	1		\$0.00	\$0.00	\$0.00
21	PSV03S02465A	APX DMS PROVISIONING PD3*	1		\$0.00	\$0.00	\$0.00
22	PSV01S02940A	SMARTMAPPING ENABLEMENT	1		\$0.00	\$0.00	\$0.00
23	PSV01S02941A	SMARTMESSAGING ENABLEMENT	1		\$0.00	\$0.00	\$0.00
24	SSV01S01407A	SMARTPROGRAMMING	2	1 YEAR	\$75.00	\$75.00	\$150.00
25	SSV01S01406A	SMARTCONNECT	2	1 YEAR	\$75.00	\$75.00	\$150.00
26	SSV01S01476A	SMARTLOCATE	2	1 YEAR	\$75.00	\$75.00	\$150.00
27	SSV01S01907A	SMARTMAPPING	2	1 YEAR	\$75.00	\$75.00	\$150.00
28	SSV01S01906A	SMARTMESSAGING	2	1 YEAR	\$75.00	\$75.00	\$150.00
29	H45TGT9PW8AN	APX NEXT SINGLE BAND MODEL 4.5 PORTABLE	39		\$12,019.00	\$7,918.11	\$308,806.29
30	LSV01S03446A	APX NEXT DMS ESSENTIAL	39	7 YEARS	\$484.60	\$319.25	\$12,450.75
31	PSV00S01424A	APX NEXT PROVISIONING*	1		\$0.00	\$0.00	\$0.00
32	PSV03S02465A	APX DMS PROVISIONING PD3*	1		\$0.00	\$0.00	\$0.00
33	PSV01S02944A	PROVISIONING SUPPORT	1		\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
34	PMPN4639B	CHGR VEHICLE IMPRES 2 EXT NA/AU/NZ KIT	37		\$599.00	\$394.62	\$14,600.94
35	PMLN8507A	CARRY ACCESSORY- BELT CLIP,APX N70 2.5" BELT CLIP	12		\$12.90	\$8.50	\$102.00
36	PMLN5407A	2.5" REPLACEMENT SWIVEL BELT LOOP	54		\$16.74	\$11.03	\$595.62
37	RLN6488A	ANTI-SWAY STRAP	40		\$18.77	\$12.37	\$494.80
38	PMLN8371A	CARRY ACCESSORY- HOLSTER,APX N70 CLASSIC HOLSTER	12		\$37.80	\$24.90	\$298.80
39	PMLN8372A	CARRY ACCESSORY- CASE,APX N70 HYBRID LEATHER HOLSTER, PMNN4816 BATTERY	54		\$139.00	\$91.57	\$4,944.78
40	PMPN4591A	CHGR DESKTOP MULTI UNIT IMPRES 2 6 DISPLAYS INT PS US	7		\$1,799.29	\$1,185.37	\$8,297.59
41	RLN6486A	FIREMAN'S RADIO STRAP	40		\$49.23	\$32.43	\$1,297.20
42	PMLN8341A	AUDIO ACCESSORY- EARPIECE,1-WIRE SURVEILLANCE KIT WITH LOUD AUDIO TRANSLUCENT TUBE	1		\$52.00	\$34.26	\$34.26
43	PMLN8209B	CARRY ACCESSORY- CASE,CARRY ACCESSORY- HOLSTER,APX NEXT XE LEATHER CARRY CASE	40		\$81.00	\$53.36	\$2,134.40
44	PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	40		\$207.14	\$136.46	\$5,458.40
45	NTN8266B	2.5 INCH BELT CLIP	12		\$12.96	\$8.54	\$102.48
46	PMLN8208A	CARRY ACCESSORY- HOLSTER,APX NEXT XE CLASSIC HOLSTER	12		\$37.80	\$24.90	\$298.80
47	PMMN4154A	XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH	40		\$748.00	\$492.78	\$19,711.20



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
		IMPACT GREEN WITH KNOB, UL					
48	PMMN4097C	MOBILE MICROPHONE WITH BLUETOOTH GATEWAY	2		\$232.20	\$152.97	\$305.94
49	PMMN4158A	WM800 WIRELESS RSM WITH BATTERY	54		\$563.00	\$370.90	\$20,028.60
50	PMLN8120A	RX ONLY XL CLEAR TUBE EARPIECE, 3.5MM JACK	54		\$75.60	\$49.81	\$2,689.74
51	PMNN4846A	BATTERY PACK, BATT LIION UL DIV2 IP68 2150T	54		\$79.00	\$52.05	\$2,810.70
52	PMNN4816A	BATT IMPRES 2 LIION IP68 3200T	150		\$225.50	\$148.56	\$22,284.00
53	LSV01Q00387A	ASTRO TECHNICAL ASSISTANCE	6		\$450.00	\$450.00	\$2,700.00

Grand Total
\$793,535.37(USD)
Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

NOTICE: Motorola has certified the APX NEXT XN radio with the Boston Leather carry solution for NFPA and FCC compliance purposes. It is currently the only carry solution approved by Motorola for use with the APX NEXT XN radio. Use of non-approved accessories may void the radio's warranty and may affect continued compliance with NFPA standards and FCC regulations. By selecting "No Carry Solution," the customer acknowledges receipt of this Notice.

- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 -- #: 36-1115800

Title: _____

Title: _____

Date: _____

Date: _____

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



CITY OF BROOK PARK, OHIO

P/C
CA 5/7/24
1st 5/7/24
2nd 5/14/24
3rd
S/C

ORDINANCE NO: 11411-2024

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AMENDING AND ADDING TO CERTAIN SECTIONS OF CHAPTER 1121 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED "LISTING OF PERMITTED USES FOR EACH USE DISTRICT" AND DECLARING AN EMERGENCY

NOW THEREFORE IT BE ORDAINED, by the Council of the City of Brook Park, State of Ohio, that

SECTION 1: Section 1121.04(f) of the Brook Park Codified Ordinances, passed by Ordinance No. 8407-1998 on January 27, 1998 and reading as follows:

1121.04(f) Forbidden Uses in U-3, U-3A, U-4, and U-5 Use

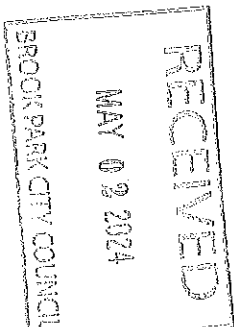
Districts: No open or unroofed yard for storage of lumber other new building material shall be allowed in any U-3, U-3A, U-4 or U-5 Use District.

Is hereby amended to read as follows:

1121.04(f) Forbidden Uses in U-3, U-3A, U-4, and U-5 Use Districts:

No open or unroofed yard for storage of lumber other new building material shall be allowed in any U-3, U-3A, U-4 or U-5 Use District, the following applies to car wash establishments:

1. No car wash establishment may be established or operated within 1,000 feet of a school, public playground, recreation center or public park in the City.
2. No car wash establishment may be established, operated or enlarged within one-half mile of another car wash establishment.
3. No more than one car wash establishment shall be established or operated in the same building, structure, or portion thereof.
4. For the purpose of subsections (1) and (2) of this section, measurement shall be made from the nearest portion of the building or structure used as the part of the premises where a car wash establishment is conducted, to the nearest property line of the premises of a car wash establishment or



a school, recreation center, public playground, or public park.

5. Car wash establishments shall not exceed one per every ten thousand (10,000), or portion thereof, of the population of the City.

SECTION 2: Section 1121.04(f) of the Brook Park Codified Ordinances, passed by Ordinance No. 8407-1998 on January 27, 1998 is hereby expressly repealed.

SECTION 3: Section 1121.23(i) of the Brook Park Codified Ordinances, passed by Ordinance No. 6808-1986 on April 29, 1986, and reading as follows:

1121.23(i) Prohibited Uses. Any type of establishment defined as "adult entertainment" in Section 1121.021 is prohibited in a U-3A Business District.

Is hereby amended to read:

1121.23(i) Prohibited Uses. Any type of establishment defined as "adult entertainment" in Section 1121.021 is prohibited in a U-3A Business District. The following applies to car wash establishments:

1. No car wash establishment may be established or operated within 1,000 feet of a school, public playground, recreation center or public park in the City.
2. No car wash establishment may be established, operated or enlarged within one-half mile of another car wash establishment.
3. No more than one car wash establishment shall be established or operated in the same building, structure, or portion thereof.
4. For the purpose of subsections (1) and (2) of this section, measurement shall be made from the nearest portion of the building or structure used as the part of the premises where a car wash establishment is conducted, to the nearest property line of the premises of a car wash establishment or a school, recreation center, public playground, or public park.
5. Car wash establishments shall not exceed one per every ten thousand (10,000), or portion thereof, of the population of the City.

SECTION 4: Section 1121.23(i) of the Brook Park Codified Ordinances, passed by Ordinance No.6808-1986 on April 29, 1986 is hereby expressly repealed.

SECTION 5: New Section 1121.33(f) of the Brook Park Codified Ordinances is hereby created to read as follows:

1121.33(f) Prohibited Uses. The following applies to car wash establishments:

1. No car wash establishment may be established or operated within 1,000 feet of a school, public playground, recreation center or public park in the City.
2. No car wash establishment may be established, operated or enlarged within one-half mile of another car wash establishment.
3. No more than one car wash establishment shall be established or operated in the same building, structure, or portion thereof.
4. For the purpose of subsections (1) and (2) of this section, measurement shall be made from the nearest portion of the building or structure used as the part of the premises where a car wash establishment is conducted, to the nearest property line of the premises of a car wash establishment or a school, recreation center, public playground, or public park.
5. Car wash establishments shall not exceed one per every ten thousand (10,000), or portion thereof, of the population of the City.

SECTION 6: New Section 1121.40(g) of the Brook Park Codified Ordinances is hereby created to read as follows:

1121.40(g) Prohibited Uses. The following applies to car wash establishments:

1. No car wash establishment may be established or operated within 1,000 feet of a school, public playground, recreation center or public park in the City.
2. No car wash establishment may be established, operated or enlarged within one-half mile of another car wash establishment.
3. No more than one car wash establishment shall be established or operated in the same building, structure, or portion thereof.

4. For the purpose of subsections (1) and (2) of this section, measurement shall be made from the nearest portion of the building or structure used as the part of the premises where a car wash establishment is conducted, to the nearest property line of the premises of a car wash establishment or a school, recreation center, public playground, or public park.
5. Car wash establishments shall not exceed one per every ten thousand (10,000), or portion thereof, of the population of the City.

SECTION 7: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 8: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of public peace, health, safety and welfare of said City, and for the further reason to amend and certain sections of Chapter 1121 of the Brook Park Codified Ordinances therefore provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS.

DIRECTOR OF LAW